

Matthew Ethan Rodríguez Rosado

HC 01 Box 66278

25-989 C

Las Piedras, PR 00771

Phone: 939-793-6301

Email: mtthwrodriguez5@gmail.com

Received - USCFC
JUN 12 2025

June 02, 2025

Clerk of Court

U.S. Court of Federal Claims

717 Madison Place NW

Washington, DC 20439

Dear Clerk of Court:

I respectfully submit the enclosed pro se Complaint against the United States Postal Service regarding the wrongful termination of my Highway Contract Routes HCR 008F3 and 008F4. This complaint is brought under the Contract Disputes Act and the jurisdiction of the United States Court of Federal Claims, as provided by the Tucker Act (28 U.S.C. § 1491).

I am including this complaint along with key supporting documents that demonstrate the improper basis for the termination, which was allegedly supported by a criminal investigation concerning a different postal route not connected to the contracts in dispute.

The documents submitted with this complaint include:

- USPS Letter of Termination for Default - dated June 5, 2024
- Email sent by Plaintiff to Contracting Officer Brian Ray - dated April 23, 2024

- Response email from Contracting Officer Brian Ray - dated April 23, 2024
- Flight/travel records confirming Plaintiff was out of Puerto Rico during key periods
- Payment records to subcontracted driver during Plaintiff's absence
- Sworn statement or other documentation establishing lack of access to the residence where alleged misconduct occurred

Please accept this submission for filing. I am acting as a pro se litigant and respectfully request the Court's consideration of this matter. Should any further documentation or clarification be needed, I will comply promptly.

Thank you for your attention to this matter.

Sincerely,

Matthew Ethan Rodríguez Rosado

Document Inventory for Legal Submission

Submitted by:

Matthew Ethan Rodríguez Rosado

HC 01 Box 66278

Las Piedras, PR 00771

Phone: 939-793-6301

Email: mtthwrodriguez5@gmail.com

Included Documents:

1. Cover Letter to Clerk of Court (dated June 2, 2025)
2. Complaint for Wrongful Termination of Postal Contracts (HCR 008F3 & 008F4)
3. USPS Termination for Default Letter (dated June 5, 2024)
4. Email sent by Plaintiff to Contracting Officer Brian Ray - dated April 23, 2024
5. Response from Contracting Officer Brian Ray - dated April 23, 2024
6. Airline flight records showing Plaintiff was out of Puerto Rico during key periods
7. ATH Móvil payment screenshots to subcontracted driver Noslen Pérez
8. Declaration confirming Plaintiff's lack of access to property where alleged misconduct occurred

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

Matthew Ethan Rodríguez Rosado

HC 01 Box 66278

Las Piedras, PR 00771

Plaintiff,

v.

The United States of America,

Defendant.

Case No.: _____

Judge: _____

COMPLAINT FOR WRONGFUL TERMINATION OF POSTAL CONTRACTS

I. JURISDICTION

1. This Court has jurisdiction under the Tucker Act, 28 U.S.C. § 1491, to hear claims against the United States founded upon express or implied contracts with the federal government.

II. PARTIES

2. Plaintiff, Matthew Ethan Rodríguez Rosado, is a resident of Puerto Rico and a former independent contractor with the United States Postal Service (USPS) under Highway Contract

Routes HCR 008F3 and 008F4, located in Cruz Bay, U.S. Virgin Islands.

3. Defendant is the United States of America, acting through the United States Postal Service.

III. FACTS

4. Plaintiff was awarded HCR Contracts 008F3 and 008F4 to provide postal delivery services in Cruz Bay, U.S. Virgin Islands.

5. On June 5, 2024, the USPS Contracting Officer, Mr. Brian Ray, issued a letter terminating Plaintiff's contracts "for default," alleging violations based on the findings of a criminal investigation.

6. The termination was based not on conduct related to the Cruz Bay routes, but on allegations concerning a separate route: HC30 00781 in San Lorenzo, Puerto Rico.

7. The USPS-OIG report cited in the termination letter refers to alleged misconduct taking place from July 2023 through April 2024 in Humacao, PR, not Cruz Bay, VI.

8. Plaintiff was physically absent from Puerto Rico from February to April 2024, performing his contractual obligations in the Virgin Islands. During that time, he delegated responsibility for the PR route to a subcontractor, Ms. Noslen Pérez, who had access to the authorized vehicle and was paid regularly via ATH Móvil.

9. Plaintiff had no knowledge of or involvement in the alleged misconduct referenced by the USPS-OIG.

10. The termination letter includes no specific evidence of any contract violation under HCR 008F3 or 008F4. Rather, it relies entirely on the findings concerning an unrelated route.

11. Plaintiff was never notified of any complaint, deficiency, or ongoing investigation regarding the Cruz Bay contracts prior to the termination.

12. Plaintiff was further harmed by the failure of his legal counsel to defend his rights in related matters and by damaging economic consequences of losing a federal income source, as well as the loss of reputation.

13. The contract was terminated without offering Plaintiff an opportunity to respond to the allegations

or present exculpatory evidence, constituting a denial of due process.

IV. CLAIMS FOR RELIEF

Count 1 - Wrongful Termination of Contract

14. Plaintiff incorporates the foregoing paragraphs.

15. The USPS's termination of HCR 008F3 and 008F4 was arbitrary, capricious, and not supported by evidence of default related to those contracts.

16. The USPS relied on evidence from a different route to justify terminating contracts with no connection to the alleged violations.

17. Plaintiff suffered significant financial damages as a result of the termination.

Count 2 - Breach of Implied Covenant of Good Faith and Fair Dealing

18. Defendant breached the implied duty of good faith by terminating the contract based on unrelated conduct, without proper notice or opportunity to respond.

V. PRAYER FOR RELIEF

a. Declare that the USPS's termination of HCR 008F3 and HCR 008F4 was improper and without just cause.

b. Award Plaintiff compensatory damages for lost income, reputational harm, and related losses in an amount to be determined at trial.

c. Order reinstatement of the Plaintiff's contract or an equivalent federal opportunity, if feasible.

d. Award any further relief this Court deems just and proper.

Respectfully submitted,

Matthew Ethan Rodríguez Rosado

Pro Se Plaintiff

HC 01 Box 66278

Las Piedras, PR 00771

Phone: 939-793-6301

Email: mtthwrodriguez5@gmail.com

Date: June 2, 2025